

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Kimberly Dillion,

Case No. 2:22-cv-01962-CDS-BNW

Plaintiff

V.

Order Granting Motion to Compel Arbitration and Motion to Stay Case

Southern Nevada Health District,

[ECF Nos. 9, 15]

Defendant

11 Kimberly Dillion brings this employment-discrimination lawsuit against the Southern
12 Nevada Health District (SNHD), where she worked from 2017 to 2021. ECF No. 1. SNHD moves
13 to compel arbitration, arguing that the parties are bound by an arbitration agreement and urging
14 that this dispute must therefore be resolved in arbitration, rather than through the courts. ECF
15 No. 9. Dillion sought an extension to respond to SNHD's motion, which I granted, extending the
16 response deadline to April 6, 2023. ECF Nos. 12, 13. The parties recently participated in
17 settlement negotiations, but an agreement was not reached. ECF No. 14. Dillion now moves to
18 stay the case, which I construe as a response to SNHD's motion to compel arbitration. ECF No.
19 15. The deadline for SNHD to file its reply to Dillion's motion to stay/response has not yet
20 passed, but nonetheless, I issue this order now in the interest of justice. *See* Fed. R. Civ. P. 1
21 (indicating that the Federal Rules of Civil Procedure "should be construed, administered, and
22 employed by the court . . . to secure the just, speedy, and inexpensive determination of every
23 action and proceeding").

24 Based on SNHD's motion to compel arbitration and Dillion's motion to stay the case, it
25 appears that the parties concur that this case should be stayed, pending their participation in
26 binding arbitration. *Compare* ECF No. 9 (urging that "this [c]ourt should compel [Dillion] to

1 arbitration and to stay this action pending resolution of the same") with ECF No. 15 (stating that
 2 Dillion "is satisfied that the issues asserted in her case are arbitrable under the written
 3 agreement" and requesting "that the [c]ourt enter a stay in the above action until the completion
 4 of the arbitration").¹ "There is generally a 'liberal federal policy favoring arbitration agreements.'" *Oracle America, Inc. v. Myriad Group A.G.*, 724 F.3d 1069, 1072 (9th Cir. 2013) (quoting *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983)). Because of this policy and the parties'
 7 apparent agreement that this dispute should be resolved in arbitration, I grant SNHD's motion
 8 to compel arbitration and grant Dillion's motion to stay this case.

9 **Conclusion**

10 IT IS THEREFORE ORDERED that SNHD's motion to compel arbitration [ECF No. 9]
 11 is GRANTED.

12 IT IS FURTHER ORDERED that Dillion's motion to stay the case [ECF No. 15] is
 13 GRANTED. The Clerk of Court is directed to STAY THIS CASE pending its resolution in
 14 arbitration. The parties are directed to file a status report with the court within 10 days of the
 15 conclusion of arbitration, updating the court as to whether—and how—this case will proceed
 16 or, alternatively, indicating that it needs to be closed.

17 DATED: April 10, 2023



18
 19 Cristina D. Silva
 20 United States District Judge
 21
 22
 23

24 ¹ The only potential point of disagreement between the parties involves the costs of arbitration. In her
 25 motion to stay, Dillion indicates that "the written arbitration agreement is silent about the payment of
 26 the costs," and that she "cannot afford to pay the costs of the arbitration." ECF No. 15 at 2. She notes that
 SNHD "is aware of this issue and has indicated a willingness to work with [her] in good faith to ensure
 arbitration is affordable." *Id.* To the extent that SNHD wishes to respond to this point, it may file a reply
 brief in support of its motion to compel by April 20, 2023. However, it appears that this issue has already
 been discussed between the parties and can ultimately be resolved through the arbitration process.